

OCT 07 2020

<p style="text-align: center; font-weight: bold;">OCT 01 2020</p> <p>ATTORNEY WITHOUT ATTORNEY (Name, State Bar number, and address):  <b>Brian P. McGurk, Esq. (SBN: 250091)</b>  <b>MICHAEL &amp; ASSOCIATES, PC</b>  <b>555 St. Charles Drive, Suite 204, Thousand Oaks, CA 91360</b>          TELEPHONE NO (805) 379-8505 FAX NO (Optional) (805) 379-8525          E-MAIL ADDRESS (Optional)</p>	<p><b>FOR COURT USE ONLY</b></p>
<p>ATTORNEY FOR (Name) American Express National Bank, Successor by Merger to American Express Bank, FSB</p> <p><b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF VENTURA</b>          STREET ADDRESS 800 South Victoria Avenue          MAILING ADDRESS:          CITY AND ZIP CODE Ventura, CA 93009          BRANCH NAME Ventura Hall of Justice</p>	
<p>PLAINTIFF: American Express National Bank, Successor by Merger to          American Express Bank, FSB          DEFENDANT: George A Braier, aka George Braier, individually and DBA          Latino Check Cashing</p> <p><input checked="" type="checkbox"/> DOES 1 TO <u>20</u></p>	
<p style="text-align: center;"><b>CONTRACT</b></p> <p><input checked="" type="checkbox"/> COMPLAINT      <input type="checkbox"/> AMENDED COMPLAINT (Number):</p> <p><input type="checkbox"/> CROSS-COMPLAINT      <input type="checkbox"/> AMENDED CROSS-COMPLAINT (Number):</p>	
<p><b>Jurisdiction (check all that apply):</b></p> <p><input type="checkbox"/> ACTION IS A LIMITED CIVIL CASE          Amount demanded <input type="checkbox"/> does not exceed \$10,000             <input type="checkbox"/> exceeds \$10,000 but does not exceed \$25,000</p> <p><input checked="" type="checkbox"/> ACTION IS AN UNLIMITED CIVIL CASE (exceeds \$25,000)</p> <p><input type="checkbox"/> ACTION IS RECLASSIFIED by this amended complaint or cross-complaint</p> <p><input type="checkbox"/> from limited to unlimited  <input type="checkbox"/> from unlimited to limited</p>	<p>CASE NUMBER</p>

1. **Plaintiff\* (name or names):** American Express National Bank, Successor by Merger to American Express Bank, FSB  
alleges causes of action against **defendant\* (name or names):** George A Braier, aka George Braier, individually and DBA Latino Check Cashing; Does 1 through 20.
2. This pleading, including attachments and exhibits, consists of the following number of pages: 15
3. a. Each plaintiff named above is a competent adult  
☒ **except plaintiff (name):** American Express National Bank, Successor by Merger to American Express Bank, FSB  
(1) ☒ a corporation qualified to do business in California  
(2) ☐ an unincorporated entity (describe):  
(3) ☐ other (specify):
- b. ☐ Plaintiff (name):  
a. ☐ has complied with the fictitious business name laws and is doing business under the fictitious name (specify):  
b. ☐ has complied with all licensing requirements as a licensed (specify):  
c. ☐ Information about additional plaintiffs who are not competent adults is shown in Attachment 3c.
4. a. Each defendant named above is a natural person  
☐ **except defendant (name):**  
(1) ☐ a business organization, form unknown  
(2) ☐ a corporation  
(3) ☐ an unincorporated entity (describe):  
(4) ☐ a public entity (describe):  
(5) ☐ other (specify):
- ☐ **except defendant (name):**  
(1) ☐ a business organization, form unknown  
(2) ☐ a corporation  
(3) ☐ an unincorporated entity (describe):  
(4) ☐ a public entity (describe):  
(5) ☐ other (specify):

\* If this form is used as a cross-complaint, plaintiff means cross-complainant and defendant means cross-defendant.

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Code of Civil Procedure, § 425.12

LexisNexis® Automated California Judicial Council Forms



SHORT TITLE  AMEX vs. Braier, et al.	CASE NUMBER
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## 4. (Continued)

b. The true names of defendants sued as Does are unknown to plaintiff.

- (1) ☒ Doe defendants (specify Doe numbers): 1-10, inclusive were the agents or employees of the named defendants and acted within the scope of that agency or employment.
- (2) ☒ Doe defendants (specify Doe numbers): 11-20, inclusive are persons whose capacities are unknown to plaintiff.

c. ☐ Information about additional defendants who are not natural persons is contained in Attachment 4c.d. ☐ Defendants who are joined under Code of Civil Procedure section 382 are (names):5. ☐ Plaintiff is required to comply with a claims statute, and

- a. ☐ has complied with applicable claims statutes, or
- b. ☐ is excused from complying because (specify):

6. ☐ This action is subject to ☐ Civil Code section 1812.10 ☐ Civil Code section 2984.4.

## 7. This court is the proper court because

- a. ☐ a defendant entered into the contract here.
- b. ☐ a defendant lived here when the contract was entered into.
- c. ☒ a defendant lives here now.
- d. ☐ the contract was to be performed here.
- e. ☐ a defendant is a corporation or unincorporated association and its principal place of business is here.
- f. ☐ real property that is the subject of this action is located here.
- g. ☐ other (specify):

## 8. The following causes of action are attached and the statements above apply to each (each complaint must have one or more causes of action attached):

- ☐ Breach of Contract
- ☒ Common Counts
- ☐ Other (specify):

9. ☐ Other allegations:

## 10. Plaintiff prays for judgment for costs of suit, for such relief as is fair, just, and equitable; and for

- a. ☒ damages of: \$ 34,773.05
- b. ☐ interest on the damages
- (1) ☐ according to proof
- (2) ☐ at the rate of (specify): \_\_\_\_\_ percent per year from (date): \_\_\_\_\_
- c. ☐ attorney's fees
- (1) ☐ of: \$ \_\_\_\_\_
- (2) ☐ according to proof.
- d. ☐ other (specify)

11. ☒ The paragraphs of this pleading alleged on information and belief are as follows (specify paragraph numbers).

7  
Date: September 23, 2020

Brian P. McGurk, Esq. (SBN: 250091)

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF OR ATTORNEY)

(If you wish to verify this pleading, affix a verification.)



SHORT TITLE:  AMEX vs. Braier, et al.	CASE NUMBER
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FIRST

(number)

**CAUSE OF ACTION—Common Counts**ATTACHMENT TO ☒ Complaint ☐ Cross - Complaint

(Use a separate cause of action form for each cause of action.)

CC-1. Plaintiff (name): American Express National Bank, Successor by Merger to American Express Bank, FSB

alleges that defendant (name): George A Braier, aka George Braier, and virtually all DBA Latino Check Cashing, Does 1 through 20.

became indebted to ☒ plaintiff ☐ other (name):a. ☒ within the last four years(1) ☒ on an open book account for money due.(2) ☒ because an account was stated in writing by and between plaintiff and defendant in which it was agreed that defendant was indebted to plaintiff.b. ☐ within the last ☐ two years ☐ four years(1) ☐ for money had and received by defendant for the use and benefit of plaintiff.(2) ☐ for work, labor, services and materials rendered at the special instance and request of defendant and for which defendant promised to pay plaintiff.☐ the sum of \$☐ the reasonable value.(3) ☐ for goods, wares, and merchandise sold and delivered to defendant and for which defendant promised to pay plaintiff☐ the sum of \$☐ the reasonable value.(4) ☐ for money lent by plaintiff to defendant at defendant's request.(5) ☐ for money paid, laid out, and expended to or for defendant at defendant's special instance and request.(6) ☐ other (specify):

CC-2. \$34,773.05, which is the reasonable value, is due and unpaid despite plaintiff's demand,

plus prejudgment interest ☐ according to proof ☐ at the rate of \_\_\_\_\_ percent per year

from (date):

CC-3. ☐ Plaintiff is entitled to attorney fees by an agreement or a statute☐ of \$☐ according to proof.CC-4. ☐ Other:Page 3 of 15

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SHORT TITLE:  AMEX vs. Braier, et al.	CASE NUMBER:
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FIRST

(number)

## CAUSE OF ACTION—Common Counts

ATTACHMENT TO ☒ Complaint ☐ Cross - Complaint

(Use a separate cause of action form for each cause of action.)

CC-1. Plaintiff (name): American Express National Bank, Successor by Merger to American Express Bank, FSB

alleges that defendant (name): George A Braier, aka George Braier, individually and DBA Latino Check Cashing, Does 1 through 20.

became indebted to ☒ plaintiff ☐ other (name):a. ☐ within the last four years(1) ☐ on an open book account for money due.(2) ☐ because an account was stated in writing by and between plaintiff and defendant in which it was agreed that defendant was indebted to plaintiff.b. ☒ within the last ☐ two years ☒ four years(1) ☐ for money had and received by defendant for the use and benefit of plaintiff(2) ☐ for work, labor, services and materials rendered at the special instance and request of defendant and for which defendant promised to pay plaintiff.☐ the sum of \$☐ the reasonable value.(3) ☐ for goods, wares, and merchandise sold and delivered to defendant and for which defendant promised to pay plaintiff☐ the sum of \$☐ the reasonable value.(4) ☒ for money lent by plaintiff to defendant at defendant's request.(5) ☐ for money paid, laid out, and expended to or for defendant at defendant's special instance and request.(6) ☐ other (specify):

CC-2. \$34,773.05

, which is the reasonable value, is due and unpaid despite plaintiff's demand,

plus prejudgment interest ☐ according to proof ☐ at the rate of \_\_\_\_\_ percent per year from (date).CC-3. ☐ Plaintiff is entitled to attorney fees by an agreement or a statute☐ of \$☐ according to proof.CC-4. ☐ Other:

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## **EXHIBIT “A”**



**Business Gold Rewards**

LATINO CHECK CASHING

GEORGE A BRAIER

Closing Date 08/03/20 Next Closing Date 09/03/20

Account Ending 2007

p 1 10

Customer Care: 1-800-492-3344

TTY: 1-800-221-9950

Website: americanexpress.com

**New Balance** **\$34,773.05**

**Minimum Payment Due** **\$7,465.57**

Includes the past due amount of \$7,161.57

**Payment Due Date** **08/28/20<sup>†</sup>**

<sup>†</sup> **Late Payment Warning:** If you do not pay your Minimum Payment Due by your Next Closing Date of 09/03/20, you may have to pay a late fee of the greater of \$39.00 or 2.99% of the past due Pay in Full amount. Also, your Pay Over Time APR may be increased to the Penalty APR of 27.24%.

**Minimum Payment Warning:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your Pay Over Time balance. For example:

If you make no additional charges and each month you pay...	You will pay off the balance shown on this statement in about...	And you will pay an estimated total of...
Only the Minimum Payment Due	30 years	\$73,760

<sup>†</sup> If you would like information about credit counseling services, call 1-888-733-4139.

See page 2 for important information about your account.

Please refer to the **IMPORTANT NOTICES** section for any changes to your Account terms and any other communications on pages 5 - 10.

**This statement is for information purposes only. This is not a bill. Please contact your collections agency for account information. Disregard the Minimum Payment Due, your account is in default and the balance is due in full.**

**Membership Rewards® Points**

Available and Pending as of 06/30/20

**8,271**

For more details about Rewards please visit [americanexpress.com/rewardsinfo](http://americanexpress.com/rewardsinfo)

**Account Summary**

**Pay In Full Portion**

Previous Balance	\$4,394.57
Payments/Credits	-\$0.00
New Charges	+\$0.00
Fees	+\$0.00
<b>New Balance</b>	<b>= \$4,394.57</b>

**Pay Over Time Portion**

Previous Balance	\$30,378.48
Payments/Credits	-\$0.00
New Charges	+\$0.00
Fees	+\$0.00
Interest Charged	+\$0.00
<b>New Balance</b>	<b>= \$30,378.48</b>
<b>Minimum Due</b>	<b>\$3,071.00</b>

**Account Total**

<b>Previous Balance</b>	<b>\$34,773.05</b>
Payments/Credits	-\$0.00
New Charges	+\$0.00
Fees	+\$0.00
Interest Charged	+\$0.00
<b>New Balance</b>	<b>\$34,773.05</b>
<b>Minimum Payment Due</b>	<b>\$7,465.57</b>

Days in Billing Period: 31

↓ Please fold on the perforation below, detach and return with your payment ↓

**Payment Coupon**  
Do not staple or use paper clips

**Pay by Computer**  
[americanexpress.com/business](http://americanexpress.com/business)

**Pay by Phone**  
1-800-472-9297

Account Ending 2007

Enter 15 digit account # on all payments.  
Make check payable to American Express.

GEORGE A BRAIER  
LATINO CHECK CASHING

THOUSAND OAKS CA 91362-2660

Payment Due Date  
**08/28/20**

New Balance  
**\$34,773.05**

Minimum Payment Due  
**\$7,465.57**

See reverse side for instructions on how to update your address, phone number, or email.

AMERICAN EXPRESS  
PO BOX 0001  
LOS ANGELES CA 90096-8000

\$ \_\_\_\_\_  
Amount Enclosed



**Payments:** Your payment must be sent to the payment address shown on your statement and must be received by 5 p.m. local time at that address to be credited as of the day it is received. Payments we receive after 5 p.m. will not be credited to your Account until the next day. Payments must also: (1) include the remittance coupon from your statement; (2) be made with a single check drawn on a US bank and payable in US dollars; or with a negotiable instrument payable in US dollars and clearable through the US banking system; and (3) include your Account number. If your payment does not meet all of the above requirements, crediting may be delayed and you may incur late payment fees and additional interest charges. Electronic payments must be made through an electronic payment method payable in US dollars and clearable through the US banking system. If we accept payment in a foreign currency, we will convert it into US dollars at a conversion rate that is acceptable to us, unless a particular rate is required by law. Please do not send post-dated checks as they will be deposited upon receipt. Any restriction in language on a payment we accept will have no effect on us without our express prior written approval. We will represent to your financial institution any payment that is returned unpaid.

**Permission for Electronic Withdrawal:** (1) When you send a check for payment, you give us permission to electronically withdraw your payment from your deposit or other asset account. We will process checks electronically by transmitting the amount of the check, routing number, account number and check serial number to your financial institution, unless the check is not processable electronically or a less costly process is available. When we process your check electronically, your payment may be withdrawn from your deposit or other asset account as soon as the same day we receive your check and you will not receive that cancelled check with your financial account statement. If we cannot collect the funds electronically we may issue a draft against your deposit or other asset account for the amount of the check (2) By Using Pay By Computer Pay By Phone or any other electronic payment service of ours, you give us permission to electronically withdraw funds from the deposit or other asset account you specify in the amount you request. Payments using such services of ours received after 5:00 p.m. MST may not be credited until the next day.

**How We Calculate Your Balance:** We use the Average Daily Balance (ADB) method (including new transactions) to calculate the balance on which we charge interest for Pay Over Time balances on your Account. Call the Customer Care number on page 3 for more information about this balance computation method and how resulting interest charges are determined. The method we use to calculate the ADB and interest results in daily compounding of interest.

**How to Avoid Paying Interest:** If you have a Pay Over Time balance, your due date is at least 25 days after the close of each billing period. We will not charge interest on charges added to a Pay Over Time balance if you pay the Account Total New Bill by the due date each month.

**Foreign Currency Charges:** If you make a Charge in a foreign currency, we will convert it into US dollars on the date we or our agents process it. We will choose a conversion rate that is acceptable to us for that date, unless a particular rate is required by law. The conversion rate we use is no more

than the highest official rate published by a government agency or the highest interbank rate we identify from customary banking sources on the conversion date or the prior business day. This rate may differ from rates in effect on the date of your charge. Charges converted by establishments will be billed at their rates such establishments use.

**Credit Balance:** A credit balance (designated CR) shown on this statement represents money owed to you. If within the six month period following the date of the first statement in which the credit balance you do not request a refund or charge enough to use up the credit balance, we will send you a check for the credit balance within 30 days if the amount is \$1.00 or more.

**Credit Reporting:** We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

#### Billing Dispute Procedures

##### What To Do if You Think You Find a Mistake On Your Statement

If you think there is an error on your statement, write to us at:

American Express, PO Box 981535, El Paso TX 79998-1535

In your letter give us the following information:

- **Account information:** Your name and account number

- **Dollar amount:** The dollar amount of the suspected error

- **Description of Problem:** Describe what you believe is wrong and why you believe it is a mistake

You must contact us:

- Within 90 days after the error appeared on your statement.

- At least 2 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we may not follow those procedures and you may have to pay the amount in question.

##### What Will Happen After We Receive Your Letter

When we receive your letter, we will do two things:

1. Within 30 days of receiving your letter, we will tell you that we received your letter. We will also tell you if we have already corrected the error.

2. We will investigate your inquiry and will either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We will not try to collect the amount in question.

- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.

- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.

- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.

- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may report you as delinquent if you do not pay the amount we think you owe.

#### Change of Address, phone number, email

- On-line at [www.americanexpress.com/updatecontactinfo](http://www.americanexpress.com/updatecontactinfo)
- Via mobile device
- Voice automated call the number on the back of your card
- For name, company name, and foreign address or phone changes, please call Customer Care

Please do not add any written communication or address change on this stub

#### Pay Your Bill with AutoPay

Deduct your payment from your bank account automatically each month.

- Avoid late fees
- Save time

Visit [americanexpress.com/autopay](http://americanexpress.com/autopay) today to enroll.

For information on how we protect your privacy and to set your communication and privacy choices, please visit [www.americanexpress.com/privacy](http://www.americanexpress.com/privacy).





**Business Gold Rewards**  
**LATINO CHECK CASHING**  
**GEORGE A BRAIER**  
Closing Date 08/03/20

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Account Ending 2007



Customer Care & Billing Inquiries  
International Collect  
Large Print & Braille Statements  
Lost or Stolen Card  
Express Cash

1-800-678-0745  
1-336-393-1111  
1-800-678-0745  
1-800-678-0745  
1-800-CASH-NOW

Hearing Impaired  
TTY: 1-800-221-9950  
FAX: 1-623-707-4442  
In NY: 1-800-522-1897



Website: [americanexpress.com](http://americanexpress.com)

Customer Care  
& Billing Inquiries  
P.O. BOX 981535  
EL PASO, TX  
79998-1535

Payments  
PO BOX 0001  
LOS ANGELES CA  
90096-8000

## Fees

	Amount
Total Fees for this Period	\$0.00

## Interest Charged

	Amount
Total Interest Charged for this Period	\$0.00

### About Trailing Interest

You may see interest on your next statement even if you pay the new balance in full and on time and make no new charges. This is called "trailing interest." Trailing interest is the interest charged when, for example, you didn't pay your previous balance in full. When that happens we charge interest from the first day of the billing period until we receive your payment in full. You can avoid paying interest on purchases by paying your balance in full and on time each month. Please see the "When we charge interest" sub-section in your Cardmember Agreement for details.

## 2020 Fees and Interest Totals Year-to-Date

	Amount
Total Fees in 2020	\$164.81
Total Interest in 2020	\$2,907.51









LATINO CHECK CASHING  
GEORGE A BRAIER

Closing Date 08/03/20

Account Ending 5/10  
2007

**IMPORTANT NOTICES**

**Notice of Important Changes to your Cardmember Agreement**

We are making changes to your American Express Cardmember Agreement referenced in this notice. We encourage you to read this notice, share it with Additional Card Members on your account, and file it for future reference. The detailed changes to your Cardmember Agreement can be found after the below summary chart.

In the case of a transfer to a new Card product with the same Account number, the changes below will remain in effect.

Summary of Changes, Effective for billing periods ending on or after November 1, 2020	
<b>About using your card</b>	We are amending the <i>More about Pay Over Time</i> sub-section by adding a disclosure that explains when we may suspend your Pay Over Time feature.
<b>About your Minimum Payment Due</b>	<p>We are modifying how we calculate your Minimum Payment Due. As a result, if you have a Pay Over Time balance, your Minimum Payment Due may be higher. These changes will be reflected as of your billing period ending on or after <b>November 1, 2020</b>.</p> <p>If you are enrolled in a payment program or are eligible for relief under the Servicemembers Civil Relief Act (SCRA) please be advised that you will continue to receive relief under the applicable act as long as you continue to be eligible, or under the payment program as long as you comply with the terms and conditions sent at the time you were enrolled. This change will become effective for you upon completion of your payment program or once you are no longer eligible for relief under the SCRA.</p>

ID 13037

*See the following pages for the Detail of Changes to your Cardmember Agreement*

CMLENGDPRUS0126

*Important Notices continued on next page.*



**IMPORTANT NOTICE Continued**

**Detail of Changes to Your Cardmember Agreement**

This notice amends your American Express Cardmember Agreement ("Agreement") as described below. Any terms in the Cardmember Agreement conflicting with this change are completely replaced. Terms not changed by this notice continue to apply. If you have any questions, please call the number on the back of your Card.

**About using your card**

Effective for billing periods ending on or after November 1, 2020, the *More about Pay Over Time* sub-section in the *About using your card* section in Part 2 of your Cardmember Agreement is amended by adding the following language as the last paragraph:

We may suspend your Pay Over Time feature at any time based on our assessment of your creditworthiness, the status of your Account, and your enrollment in a payment program. In addition, if your Account is past due, you will not be able to change your Pay Over Time setting from Off to On.

**About Your Minimum Payment Due**

Effective for billing periods ending on or after November 1, 2020, the *How we calculate Your Minimum Payment Due* sub-section included in Part 2 of the Cardmember Agreement will be deleted in its entirety and replaced with:

<b>How we calculate Your Minimum Payment Due</b>	<p>The Minimum Payment Due is the Pay in Full New Balance plus any Pay Over Time Minimum Due. To calculate the Pay Over Time Minimum Due for each statement, we take the <i>higher</i> of (1) or (2) below, then we round that number to the nearest dollar and add any Pay Over Time amount past due: (1) \$35, or (2) The amount calculated using the following steps:</p> <ol style="list-style-type: none"><li>Subtract the interest charged on the statement from the Pay Over Time New Balance. This gives you a Modified Pay Over Time Balance.</li><li>Add the following together:<ul style="list-style-type: none"><li>1% of the portion of the Modified Pay Over Time Balance less than or equal to \$25,000 <u>and</u></li><li>5% of the portion of the Modified Pay Over Time Balance greater than \$25,000 and less than or equal to \$75,000 <u>and</u></li><li>10% of the portion of the Modified Pay Over Time Balance greater than \$75,000</li></ul></li><li>Divide the sum from step II by the Modified Pay Over Time Balance and round to four decimals (ex 0.1234)</li><li>Multiply the result from step III and the Modified Pay Over Time Balance.</li><li>Add the interest charged on the statement to the result from step IV.</li></ol> <p>Your Pay Over Time Minimum Payment Due will not exceed your Pay Over Time New Balance. You may pay more than the Minimum Payment Due, up to your entire outstanding balance, at any time.</p>	<p><b>EXAMPLE:</b> Assume that you have a Pay Over Time New Balance of \$75,000, interest of \$749.59, no amounts past due and a \$1,000 Pay In Full New Balance.</p> <p>(1) \$35, or</p> <p>(2) Calculate the following:</p> <ol style="list-style-type: none"><li><math>\\$75,000 - \\$749.59 = \\$74,250.41</math></li><li>Add the following together:<ul style="list-style-type: none"><li>1% multiplied by \$25,000 = \$250</li><li>5% multiplied by <math>(\\$74,250.41 - \\$25,000) = \\$2,462.52</math></li><li><math>\\$250 + \\$2,462.52 = \\$2,712.52</math></li></ul></li><li><math>\\$2,712.52 \text{ divided by } \\$74,250.41 = 0.03653206</math></li><li>Round to four decimals = 0.0365</li><li><math>0.0365 \text{ multiplied by } \\$74,250.41 = \\$2,710.13</math></li><li><math>\\$749.59 + \\$2,710.13 = \\$3,459.72</math></li></ol> <p>The higher of (1) or (2) is \$3,459.72, which rounds to \$3,460.00. The Pay Over Time Minimum Payment Due of \$3,460.00 plus the Pay in Full New Balance of \$1,000 together make up the Minimum Payment Due of \$4,460.00.</p>
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LATINO CHECK CASHING  
GEORGE A BRAIER

Closing Date 08/03/20

Account Ending 7/10  
2007

**IMPORTANT NOTICES continued**

**Notice of Important Changes to Your Cardmember Agreement**

We are making changes to your American Express Cardmember Agreement referenced in this notice. We encourage you to read this notice, share it with Additional Card Members on your account, and file it for future reference. The detailed changes to your Cardmember Agreement can be found after the below summary chart.

Summary of Changes, Effective Immediately	
Claims Resolution and Claims Resolution for Covered Borrowers	We are making changes to the claims resolution sections in your Cardmember Agreement.
Summary of Changes, Effective August 1, 2020	
How to make payments	We will no longer accept payments made in a foreign currency or a payment drawn on an account at a bank located outside of the U.S.

ID 13039

**Detail of Changes to Your Cardmember Agreement**

This notice amends your American Express Cardmember Agreement ("Agreement") as described below. Any terms in the Cardmember Agreement conflicting with this change are completely replaced. Terms not changed by this notice continue to apply. If you have any questions, please call the number on the back of your Card.

Your Cardmember Agreement will be amended as follows:

**A. Effective Immediately**, the fifth sentence in the *Sending a Claim Notice* paragraph in the *Claims Resolution* section and the sixth sentence in the *Sending a Claim Notice* paragraph in the *Claims Resolution for Covered Borrowers* section in Part 2 of the Cardmember Agreement are deleted and replaced with:

**Sending a Claim Notice**

"Notice to us must include your name, address and Account number and be sent to American Express ADR c/o CT Corporation System, 28 Liberty Street, New York, New York 10005."

**B. Effective August 1, 2020**, the *About your payments* section in Part 2 of the Cardmember Agreement is amended by deleting the paragraph before the last paragraph in the *How to make payments* sub-section and replacing it with the following:

"We will not accept a payment made in a foreign currency or a payment drawn on an account at a bank located outside of the U.S."

CVLENGDPRUS0108

*Important Notices continued on next page.*



**Important Notices continued on next page.**





LATINO CHECK CASHING  
GEORGE A BRA ER

Closing Date 08/03/20

Account Ending 9/10  
2007

**IMPORTANT NOTICES continued**

### **Detail of Changes to the Membership Rewards Program Terms & Conditions**

This notice amends the Membership Rewards Program Terms & Conditions (the "Terms & Conditions") as described below. Any terms in the Terms & Conditions conflicting with this change are completely replaced. Terms not changed by this notice continue to apply. If you have any questions, please call the number on the back of your Card.

**A. Effective immediately**, the *Getting Points* section and the *About the Program* section will be amended by removing all mentions of **American Express® Gold Card for Ameriprise Financial** and **Platinum Card® from American Express for Ameriprise Financial**.

**B. Effective immediately**, the *Getting Additional Points* subsection of the *Getting Points* section is amended by deleting the following:

"Purchases made through third parties (including resellers and online marketplaces) or through a third party payment account will not earn additional points."

And replacing with the following:

"Merchants are assigned codes based on what they primarily sell. We group certain merchant codes into categories that are eligible for additional points. A purchase with a merchant will not earn additional points if the merchant's code is not included in an additional points category. You may not receive additional points if we receive inaccurate information or are otherwise unable to identify your purchase as eligible for an additional points category. For example, you may not receive additional points when:

- a merchant uses a third-party to sell their products or services; or
- a merchant uses a third-party to process or submit your transaction to us (e.g., using mobile or wireless card readers); or
- you choose to make a purchase using a third-party payment account or make a purchase using a mobile or digital wallet.

For questions about additional points on a purchase, call the number on the back of your Card. Please visit [americanexpress.com/rewards-info](http://americanexpress.com/rewards-info) for more information about rewards."

**C. Effective immediately**, the fifth sentence in the *Sending a Claim Notice* paragraph in the *Claims Resolution* subsection and the *Claims Resolution for Military Lending Act (MLA) Covered Borrowers* subsection under the *Arbitration* section is deleted and replaced with:

#### **Sending a Claim Notice**

"Notice to us must include your name, address and Account number and be sent to American Express ADR c/o CT Corporation System, 28 Liberty Street, New York, New York 10005."

*Important Notices continued on next page.*



LATINO CHECK CASHING

GEORGE A BRAIER

Closing Date 08/03/20

Account Ending

0. 10/10

2007

**IMPORTANT NOTICES CONTINUED**

**EFT Error Resolution Notice**

In Case of Errors or Questions About Your Electronic Transfers Telephone us at 1-800-IPAY-AXP for Pay By Phone questions, at 1-800-528-2122 for Pay By Computer questions, and at 1-800-528-4800 for AutoPay and at 1-800-CASH NOW for Express Cash questions. You may also write us at American Express, Electronic Funds Services, P.O. Box 98531, El Paso TX 79998-1531, or contact online at [www.americanexpress.com/inquirycenter](http://www.americanexpress.com/inquirycenter) as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

*End of Important Notices.*